



Order Filed on July 5, 2022  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

**Robertson, Anschutz, Schneid, Crane & Partners, PLLC**  
Authorized Agent for Secured Creditor  
130 Clinton Road, Lobby B, Suite 202  
Fairfield, NJ 07004  
Telephone: 973-575-0707  
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Laura Eggerman, Esq. (LE-8250)

In Re:

**Rolinson Timothy,**

**Debtor,**

Case No.: 20-15715-JKS

Chapter: 13

Hearing Date: June 23, 2022

Judge: John K. Sherwood

**AGREED ORDER RESOLVING SECURED CREDITOR'S CERTIFICATION OF  
DEFAULT**

The relief set forth on the following pages, numbered two (2) through three (3), is hereby  
ORDERED.

**DATED: July 5, 2022**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

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THIS MATTER having come before the Court on the Certification of Default of NewRez LLC d/b/a Shellpoint Mortgage Servicing (“Secured Creditor”) by and through its counsel, Robertson, Anschutz, Schneid, Crane & Partners, PLLC, as to the real property commonly known as 12 McKinnley Place, West Orange, NJ 07052 (the “Subject Property”), and Michelle Labayen representing Rolinson Timothy (“Debtor”), and for good cause it is ORDERED that Secured Creditor’s Certification of Default is resolved, subject to the following conditions:

1. The Debtor is in default of post-petition payments owed to Secured Creditor. The following post-petition arrearages remain due and outstanding to Secured Creditor:

- The Debtor is overdue for 9 months from October 2021 through June 2022.
- The Debtor is overdue for 3 payments from October 2021 through December 2021 at \$1,310.32 per month.
- The Debtor is overdue for 6 payments from January 2022 through June 2022 at \$1,300.52 per month.

Funds Held In Suspense \$172.89.

Total Arrearages Due \$11,561.19.

2. Debtor must cure all post-petition arrearages, as follows:

- Beginning on July 1, 2022, regular monthly mortgage payments shall be timely remitted to Creditor pursuant to periodic adjustments and any Notice of Payment Change(s) filed on the docket.
- Beginning on July 15, 2022, monthly cure payments shall be made in the amount of \$1,926.86 for 5 months with a 6th and final payment of \$1,926.89 coming no later than December 15, 2022.

3. Payments to the Secured Creditor shall be made to the following address(es):

■ Regular monthly payment: NewRez LLC d/b/a Shellpoint Mortgage Servicing  
PO Box 10826  
Greenville, SC 29603-0826

■ Monthly cure payment: NewRez LLC d/b/a Shellpoint Mortgage Servicing  
PO Box 10826  
Greenville, SC 29603-0826

4. Secured Creditor shall retain its first mortgage lien on the Property and none of its rights are being modified.

5. In the event of Default:

■ Should the Debtor(s) fail to make any of the above captioned payments, or if any regular monthly mortgage payment should become more than thirty (30) days late or if Debtor(s) fails to comply with any terms of this Agreed Order, counsel shall file a Certification of Default with the Court. A copy of the Certification shall be sent to the Chapter 13 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Agreed Order.

■ In the event the Debtor(s) convert(s) to a Chapter 7 during the pendency of this bankruptcy case, the Debtor(s) shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtors fail to bring the loan contractually current, counsel shall file a Certification of Default with the Court, a copy of the Certification shall be sent to the Chapter 13 Trustee, Chapter 7 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Agreed Order.

■ This Agreed Order survives any loan modification agreed to and executed during the instant bankruptcy. If any regular mortgage payment due after the execution of a loan modification is more than thirty (30) days late, counsel shall file a Certification of Default with the Court a copy of the Certification shall be sent to the Chapter 13 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Agreed Order.

6. Award of Attorneys' Fees:

- ☒ The Applicant is awarded attorney fees of \$200.00 and costs of \$0.00.

The fees and costs are payable:

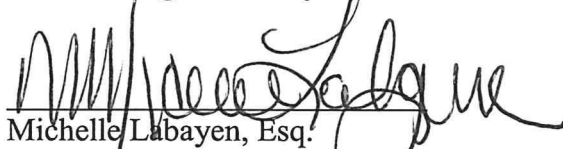
- ☒ Through the Chapter 13 plan.

☐ To the Secured Creditor within \_\_\_\_\_ days.

☐ Attorneys' fees are not awarded.

7. In the event Secured creditor has not filed a timely Proof of Claim, Debtor consents to the filing and payment by the Chapter 13 Trustee of any late filed Proof of Claim, subject to the right of the Debtor to file an objection as to the amount.

The undersigned hereby consent to the form and entry of the foregoing order.

  
Michelle Labayen, Esq.  
Attorney for Debtor(s)  
Date: 6/27/2022

/s/ Laura Egerman  
\_\_\_\_\_  
Laura Egerman, Esq.  
Attorney for Secured Creditor  
Date: 06/27/2022